

## Environmental Protection Agency

1552.245-71

hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center	Period	Rate	Base
.....	.....	.....	.....
.....	.....	.....	.....

(End of clause)

[49 FR 8867, Mar. 8, 1984, as amended at 59 FR 18977, Apr. 21, 1994; 64 FR 3876, Jan. 26, 1999]

### 1552.242-72 Financial administrative contracting officer.

As prescribed in 1542.705 (b), insert the following clause:

#### FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution

policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

(End of clause)

[65 FR 58929, Oct. 3, 2000]

### 1552.245-70 Decontamination of government property.

As prescribed in 1545.106(a) and 1545.303-71, insert the following contract clause when it is anticipated that a Contractor will use Government-furnished or Contractor-acquired property in the cleanup of hazardous or toxic substances in the environment.

#### DECONTAMINATION OF GOVERNMENT PROPERTY (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

(End of clause)

### 1552.245-71 Government-furnished data.

As prescribed in 1545.106(b), insert the following contract clause in any contract that the Government is to furnish the Contractor data. Identify in the clause the data to be provided.

#### GOVERNMENT-FURNISHED DATA (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and